

Bond No _____

Expires: _____

SIDEWALK BOND

**STATE OF TEXAS
COUNTY OF DALLAS
CITY OF GARLAND**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
as Principal, and _____
as sureties, hereby acknowledge ourselves firmly bound and promise to pay to the City of Garland, a municipal corporation, duly created by a special act of the Legislature of the State of Texas, and to any person for whom work or construction, reconstruction, or repair of sidewalks, as that term is defined in the City of Garland Code of Ordinances, Sec. 31.125 may be done by said principal during the term of this obligation, the sum of Two Thousand (\$2,000) Dollars for the payment of which the City of Garland, Dallas County, State of Texas, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors.

Whereas the above bonded Principal is engaged in the business of construction, reconstruction, and repairing of a sidewalk or sidewalks as the term is defined in Ordinance 748 in the City of Garland and desires to continue to do so. Now, the conditions of the above obligation are that the said Principal shall do all work in the construction, reconstruction, or repair of any sidewalk in a good and workman-like manner, and that such Principal shall faithfully and strictly comply with the specifications and with the terms of the City Code and such ordinances, resolutions, or regulations that may be passed by the governing body, governing and relating to the construction, reconstruction, or repair of sidewalks, and that the City of Garland shall be fully indemnified and be held whole and harmless from any and all costs, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of said work, or that may arise out to or be occasioned by the performance of said work. The Principal shall, without additional cost to the person for whom the work was done, maintain all sidewalks so constructed, reconstructed or repaired by said person, firms or corporation for a period of two years from the date of such construction, reconstruction, or repair to the satisfaction of the City of Garland Engineering Department and shall reconstruct or repair the same, and the opinion of the City of Garland Engineering Department as to the necessity of such reconstruction or repair shall be binding on the parties thereto, and for such purposes, this bond will be in force for two years after the construction, reconstruction, or repair of such sidewalk and after ten days notice from the City Engineering Department to reconstruct or repair the same. The opinion of the City Engineering Department of the City of Garland as to the necessity of such reconstruction or repair shall be binding on the parties hereto and this bond shall for such purpose be in force for two years after any sidewalk is constructed, reconstructed, or repaired and one recovery shall not exhaust this bond, but such bond shall be a continuing obligation against the sureties thereon until the entire amount therein provided for shall have been exhausted. The City of Garland may for itself or for the use and benefit of any person injured or damaged by reason of any defective construction, reconstruction or repair of any sidewalk by any person, firm or corporation, maintain suit on this bond in any court having jurisdiction thereof or suit may be maintained thereon by any person injured or damaged by reason of the failure of any person, firm or corporation, who shall construct, reconstruct, or repair any sidewalk in the City of Garland, to observe the condition of said bond.

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NOW, THEREFORE, if the above bonded Principal shall fully comply with all the foregoing conditions in the performance of all work of construction, reconstruction, or repair of sidewalk as defined in the City of Garland Code of Ordinances, Sec. 31.125, done by the said Principal, during the term of this obligation, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

This bond shall continue from the date of its approval by the City Engineer of the City of Garland until:

_____, but the obligation under this bond shall continue for a period of two (2) years after the date of any construction, reconstruction, or repair made prior to the date specified in this paragraph.

Recourse of this obligation may be had by the City of Garland or by any person, firm or corporation for whom any work of construction, reconstruction or repair of sidewalk is done by the said Principal, and who may be aggrieved or injured by a breach of any of the foregoing conditions and this obligation shall be a continuing one against the Principal and sureties hereon and successive recoveries may be had for successive breaches until the entire amount shall have been exhausted.

Witness our hands, this _____ day of _____, _____.

Name of Principal

Address of Principal

City, State Zip

Telephone Number

APPROVED:

BY: _____
Company Representative

City Representative

BY: _____
Surety

Each bond shall be accompanied by a duly executed instrument granting the power of attorney to the person signing for the corporate surety.